

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, including all built-in stoves and refrigerators, heating, air conditioning, plumbing, and electrical fixtures, as well to wall carpeting, fences and gates, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner to the realty, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor represents and warrants that said Mortgagor is seized of the above described premises in fee simple absolute, that the above described premises are free and clear of all liens or other encumbrances, that the Mortgagor is lawfully empowered to convey or encumber the same, and that the Mortgagor will forever defend the said premises unto the Mortgagor, its successors and assigns, from and against the Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by said promissory note at the time and in the manner therein provided.
2. That this mortgage will secure the Mortgagor for any additional sums which may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other such purposes pursuant to the provisions of this mortgage, and also for any loans or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1962 Code of Laws of South Carolina, as amended, or similar statutes, and all sums so advanced shall bear interest at the same rate or rates as that provided in said note unless otherwise agreed upon by the parties and shall be payable at the demand of the Mortgagor, unless otherwise provided in writing.
3. That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter to be erected, insured against loss by fire, windstorm and other hazards in a sum not less than the balance due hereunder at any time, and in a company or companies acceptable to the Mortgagor, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagor and agrees that all such policies shall be held by the Mortgagor should it so require and shall include loss payable clauses in favor of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by registered mail, and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and reimburse itself for the cost of such insurance, with interest as hereinabove provided.
4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should Mortgagor fail to do so the Mortgagor may, at its option, enter upon said premises and make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt and collect the same under this mortgage, with interest as hereinabove provided.
5. That the Mortgagor may at any time require the issuance and maintenance of insurance upon the life of any person obligated under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt, with the Mortgagor as beneficiary, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums and any amount so paid shall become a part of the mortgage debt.
6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises on or before the due dates thereof and to exhibit the receipts therefor at the offices of the Mortgagor immediately upon payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagor may, at its option, pay the same and charge the amounts so paid to the mortgage debt and collect the same under this mortgage, with interest as above provided.
7. That if this mortgage secures a "construction loan", the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments, as construction progresses, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed but is made a part of this mortgage and incorporated herein by reference.
8. That the Mortgagor will not further encumber the premises above described without the prior consent of the Mortgagor, and should the Mortgagor so encumber such premises, the Mortgagor may, at its option, require the indebtedness hereby secured to be immediately due and payable, and may institute any proceedings necessary to collect said indebtedness.
9. That should the Mortgagor abandon the mortgaged premises by Contract of Sale, Deed for Title or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagor or his Purchaser shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay for reasonable costs as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Deed for Title or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of the assumption to be increased by one percent on the said loan balance to the maximum rate per annum permitted to be charged at that time by and the South Carolina law, or a lesser increase in interest rate as may be determined by the Association. The Association will make the Mortgagor subject to the new interest rate and monthly payments and will not make a new payoff sheet to the Mortgagor, unless the Mortgagor complies with the provisions of the within paragraph, the Mortgagor at its option may declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
10. That should the Mortgagor fail to make payment of principal and interest as set forth in the promissory note and the same shall be unpaid for a period of thirty (30) days or thereafter should the Mortgagor or his Purchaser fail to comply with and satisfy by and by laws or the charter of the Mortgagor or any regulation set out in any instrument creating the Mortgage, or if the Mortgagor or his Purchaser fails to keep the address given him, thirty (30) days in which to rectify the said default and if the Mortgagor fails to rectify and satisfy within the said thirty (30) days in which to rectify the said default, the Association will make the Mortgagor subject to the remaining term of the loan at the maximum rate per annum permitted to be charged at that time by and the South Carolina law, or a lesser increase in interest rate as may be determined by the Association. The monthly payments will be adjusted accordingly.
11. That should the Mortgagor fail to make payment of principal and interest as set forth in the promissory note and should an indebtedness become past due for a period in excess of 15 days, the Mortgagor may file a "Title Charge" not to exceed an amount equal to ten (10) percent of the unpaid principal balance, plus the extra expenses incident to the handling of such delinquent payments.
12. That the Mortgagor hereby agrees to the Mortgagor, its successors and assigns, all the rents, income and profits accruing from the mortgaged property during the time of the existence of the mortgage, and to collect the same by payment of rent, but should not part of the principal indebtedness be paid to the holder of the mortgage, the same may be paid to the holder of the mortgage and may without notice or further process be taken over the mortgaged property, and shall be applied to the principal indebtedness and collect such rents and profits as apply to the date of the last payment, and shall be applied to the principal indebtedness for nothing more than the rents and profits actually paid, or paid less the cost of collection, and shall be applied to the principal indebtedness respecting the Mortgagor to make all rental payments due to the Mortgagor, and to the holder of the mortgage, the Mortgagor will be liable to the holder of the mortgage and should rents or profits be due to the Mortgagor, the Mortgagor will apply to the Judge of the County Court to whom the court of common Pleas sits, or the court having jurisdiction, for the removal of the assignments of a receiver with the object to take possession of such property, and the holder of the mortgage will be paid the amount due after paying the costs of collection to the mortgage holder and the holder of the mortgage will then receive all rents and profits so fully collected.
13. That the Mortgagor at its option may require the Mortgagor to pay the Mortgagor on the first day of each month the sum the note secured hereby is fully paid, the following sum is added to the principal amount of the note, plus the sum equal to the principal amount of the note multiplied by the rate of interest applicable to the note, plus other hazard insurance covering the mortgaged property, plus taxes and assessments levied upon the mortgaged premises, all as estimated by the Mortgagor. Less all sums already paid by the holder of the mortgage, or the holder of the note prior to the date when such rents and accounts will be due and payable, or less the amount by which the Mortgagor has paid principal, taxes and special assessments, should these amounts exceed the amount of principal, taxes and special assessments, then the Mortgagor will receive the excess, and the excess will be paid back to the Mortgagor. In case the holder of the mortgage fails to collect the rents and profits when the same shall be due, or fails to pay the same to the Mortgagor, the Mortgagor may apply to the court of common Pleas, or the court having jurisdiction, for the removal of the assignments of a receiver with the object to take possession of such property, and the holder of the mortgage will be paid the amount due after paying the costs of collection to the mortgage holder and the holder of the mortgage will then receive all rents and profits so fully collected.